

# Section C - Description/Specifications/Statement of Work

## Statement of Work (SOW) for Submarine Sail Systems Field Services Support

### 1.0 INTRODUCTION

**1.0.1** The Naval Surface Warfare Center Philadelphia Division (NSWCPD) is a Department of Defense entity responsible for research and development, test and evaluation, engineering and fleet support organization for the Navy's ships, submarines, military watercraft and unmanned vehicles. This requirement is for NSWCPD Division 40, which is responsible for Propulsion, Power, and Auxiliary Machinery Systems.

**1.0.2** This Task Order is for non-personal services. It does not create employment rights with the U.S. Government whether actual, inherent, or implied

### 1.0.3 Government/Contractor Relationship

**1.0.3.1** The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. Therefore, it is in the best interest of the Government to provide both parties a full understanding of their respective obligations.

**1.0.3.2** The Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishable badges or other visible identification for meetings with Government personnel. In addition, Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

**1.0.3.3** Contractor personnel under this Task Order shall not engage in any of the inherently Governmental functions listed at FAR Subpart 7.5 or DFARS Subpart 207.5.

### 1.0.4 Employee Relationship:

**1.0.4.1** The services to be performed under this Task Order do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

**1.0.4.2** Rules, regulations, directives, and requirements that are issued by the U. S. Navy and NSWCPD under its responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is

inconsistent with a non-personal services contract.

**1.0.4.3** Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

**1.0.4.4** It is the Contractor's, as well as the Government's, responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this Section has been or may be violated.

**1.0.4.4.1** The Contractor shall notify the Contracting Officer in writing via letter or email within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this Section. The notice should include the date, nature, and circumstances of the conduct; the name, function, and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct; identify any documents or substance of any oral communication involved in the conduct; and the Contractor's estimated date when, absent a response, cost, schedule or performance will be impacted.

**1.0.4.4.2** The Contracting Officer will, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance, or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor.

## **1.1 BACKGROUND**

The Naval Surface Warfare Center, Philadelphia Division (NSWCPD), Sail, Hull & Deck Machinery Systems Division Code 43 provides on-site support to the Operational Submarine Force. This support includes engineering and technical support including system installation and modernization, documentation review, system failure troubleshooting and analysis, as well as repair recommendations and system inspections to Industrial Activities, Regional Support Groups, Fleet Maintenance Activities and Intermediate Maintenance personnel on all Submarine Sail and Towed Antenna systems for SSN, SSGN and SSBN Class submarines.

## **1.2 SCOPE OF WORK**

The Contractor shall provide specific On-Site Field Representative support services for the following Submarine HM&E systems: High Data Rate Antenna System, Towed Buoy Systems, Communications Antenna Systems, Imaging/Periscope Systems, Universal Modular Masts Systems, Radar/Navigation Systems, Snorkel Induction System, Electronic Support Measure Mast System, Sail Closure Door Systems, and general submarine sail HM&E Systems. These services will be primarily performed by contractor personnel stationed on-site at submarine repair activities, at NSWC Philadelphia, PA, a Contractor facility, remote based locations, or anywhere worldwide (on short notice) at shore stations, or onboard submarines both in port and at sea as identified in the requirements listed in Section 3.0.

This Statement of Work describes the services and deliverables via Fleet instruction to meet the specific requirements. Work performed under this contract will include:

- a. On-Site Submarine Sail Systems ISE Representative technical support services to the submarine force, shipyards and maintenance activities.
- b. ISE Representative Program and financial administrative support.
- c. Submarine Sail systems Pre Overseas Movement, Close-Out, INSURV, Post Refit, and Depot Availability Inspections.
- d. Review and validation of Submarine Sail systems technical documentation.
- e. Submarine Sail systems Configuration Management Audits.
- f. Submarine Sail systems Installation Team support.
- g. On-Site Submarine Sail systems SUBSAFE and Level I technical support.
- h. On-Site Submarine Sail systems training for ships and Fleet Maintenance Activity repair personnel.
- i. Act as the Type Commander & Squadron Sail Zone Technical Expert, providing representation at required meetings.
- j. Sail In-Service Representative Support System (SIRSS) web based database development, maintenance, and administrative technical support services.
- k. Update Submarine Sail In-Service Engineering Representative Sail and Towed Antenna Training Courses.

1. Develop annual technical PowerPoint presentations and Microsoft Excel reports.

## 2.0 APPLICABLE DOCUMENTS

### 2.1 ISE REP Task References

Below table of documents are instructions used by the On-Site Representatives to perform their daily assigned tasking as set forth in the Section 3.0.

<b>ISE REP Task References</b>	
1	COMSUBLANT/COMSUBPAC INSTRUCTION 9405.3A Submarine Sail Maintenance Program and Sail In-Service Engineering Representative (Sail ISE Reps)
2	COMUSFLTFORCOM INSTRUCTION 4790.3 Joint Fleet Maintenance Manual
3	NAVSEA 0924-062-0010 – SUBSAFE Requirements Manual
4	NSWCPD CFP 7.1 Submarine Safety (SUBSAFE) and Level I Requirements Program
5	NSWCPD CFP 1.0 Command Level I Material Control Process

### 2.2 ISE REP Submarine Sail and Towed Antenna Training Courses

Below table of documents are training program power points used by the On-Site Representatives to provide Fleet Maintenance Activity and Ships Force personnel the necessary information to properly perform maintenance actions.

<b>ISE REP Submarine Sail and Towed Antenna Training Courses</b>	
PPT 01-01	SSN-688 Sail Closeout Inspection Training
PPT 01-02	SSN-688 Cable Protection Installation Standards & Methods
PPT 01-03	Sail Orientation
PPT 02-01	Periscope Turning Torque
PPT 02-02	Mast Clamping and Rigging
PPT 02-03A	No. 1 Multifunction Mast Radome Removal/Installation
PPT 02-03B	Telescoping Faired Mast Removal and Installation
PPT 02-04	SSN-688 Radar Mechanical Systems
PPT 02-05A	Snorkel System – Part 1
PPT 02-05B	Snorkel System – Part 2
PPT 02-06A	RDF Closure Door System, Part 1
PPT 02-06B	RDF Closure Door System, Part 2
PPT 02-07	SSN 688 AN/BRD-7/BLD-1 Antenna Removal and Installation
PPT 02-08	MFM Mast Mechanical Group
PPT 02-09	RDF Mast Mechanical Systems
PPT 02-10	SSN-688 Periscope Hull Packing
PPT 02-11	SSN-688 Radar Mast Auto-lock
PPT 02-12A	Hydraulic Cylinders, Part 1
PPT 02-12B	Hydraulic Cylinders, Part 2
PPT 02-13A	Periscope Mechanical Systems, Part 1
PPT 02-13B	Periscope Mechanical Systems, Part 2
PPT 02-13C	Periscope Mechanical Systems, Part 3
PPT 02-13D	Periscope Mast Fairing Optical Alignment
PPT 02-13E	Periscope Well Bumper Replacements/Adjustments

PPT 02-15A	HDR Mast Mechanical Group
PPT 02-15B	HDR Antenna Removal/Installation
PPT 02-15C	HDR Faired Mast Removal and Installation
PPT 02-15D	Shop Disassembly, Inspection, and Repair of the HDR Faired Mast Assembly
PPT 02-15E	HDR Closure Door Cylinder Removal and Installation
PPT 02-15F	Shop Removal & Installation of HDR Hydraulic Cylinder from the Faired Mast
TPPT 02-01	Trident Sail Closeout

### 2.3 SIRSS Technical Databases

Below table of databases are Sail In-Service Representative Support Systems (SIRSS) technical databases used by the On-Site Representatives to document various elements of submarine maintenance and ISE activities.

<b>SIRSS Technical Databases</b>	
1	Trident/SSGN, 688 Class, Virginia Class and Seawolf Class problem reporting and archive Databases
2	Maintenance Databases for all Classes of Submarines
3	Sail System Improvements Databases for all Classes of Submarines
4	Action tracking systems database
5	ISE Rep Timecard database
6	ISE Rep Travel Database
7	SIRSS Task list database

The Contractor shall reference and utilize the latest version available when performing tasks within this Statement of Work.

Note: The latest versions of these databases are applicable and obtained from the NSWC Philadelphia, PA Technical Subject Matter Expert; POC: (b)(6); E-Mail: (b)(6) Phone: (b)(6)

### 3.0. REQUIREMENTS

### 3.1 ON-SITE SUBMARINE SAIL SYSTEMS ISEA REPRESENTATIVE

The Contractor shall perform Field Representative support service inspections, troubleshooting, fault isolation, and expert consultation, repair, and installation support for the following Submarine HM&E systems: High Data Rate Antenna System, Towed Buoy Systems, Communications Antenna Systems, Imaging/Periscope Systems, Universal Modular Masts Systems, Radar/Navigation Systems, Snorkel Induction System, Electronic Support Measure Mast System, Sail Closure Door Systems, and general submarine sail HM&E Systems. These services will be performed by contractor personnel stationed on-site at submarine repair activities or anywhere worldwide on short notice at shore stations, on board submarines in port or at sea.

### 3.2 PROGRAM AND FINANCIAL ADMINISTRATIVE SUPPORT

The Contractor shall draft and track Plan of Action and Milestones (POAMs) for related programs and projects. Perform financial program funds tracking, track action items, developing attendee lists/agendas, arranging/coordinate technical meetings for hosting the annual Electronic Material Officers (EMO) Program Review and Field Rep Program annual meeting. Develop naval messages, process program/branch timekeeping/financial customized reports, spreadsheets, labor burn rates and projections, travel requests and metrics; including graphics, charts, and dashboards for the program. Develop presentations, and maintain a program electronic filing system.

### 3.3 SUBMARINE SAIL SYSTEMS AVAILABILITY INSPECTIONS

The Contractor shall perform approximately ten (10) Submarine Pre Overseas Movement Sail Inspection, approximately twenty (20) SSN Sail Close-Out Inspection, approximately four (4) SSN Sail INSURV Inspections, approximately twenty (20) SSBN and SSGN Post Refit Inspection, approximately eight (8) SSN Submarine Sail Depot Availability In-Progress and Completion Inspections, approximately four (4) SSBN and SSGN Submarine Sail Depot Availability In-Progress and Completion Inspections at each of the ISE Representative On-Site locations identified in Section 6.1.1 utilizing the appropriate ISE Representative Task Reference identified in Section 2.1, as applicable. Perform additional field support to the submarine force, shipyards and maintenance activities during repairs to problems identified during inspections and update the appropriate SIRSS technical databases identified in Section 2.3 above to document the actual repair information and on board systems improvements status.

### 3.4 REVIEW/VALIDATE SUBMARINE SAIL SYSTEMS TECHNICAL DOCUMENTATION

The Contractor shall perform reviews and validations of technical drawings, technical manuals, Planned Maintenance System Material Index Pages, Maintenance Requirement Cards, Test & Inspection Procedures, mechanical field changes, installation procedures, and Deviations/Waivers.

### 3.5 SUBMARINE SAIL SYSTEMS CONFIGURATION MANAGEMENT AUDITS

The Contractor shall visually validate the configuration of submarine sail systems during all maintenance inspections in accordance with the ISE Representative Task Reference procedures identified in Section 2.1. Document deficiencies in inspection reports and update the applicable submarine class ISE Representative SIRSS Sail Improvements database listed in Section 2.3.

### 3.6 SUBMARINE SAIL SYSTEMS INSTALLATION TEAM SUPPORT

The Contractor shall assist installation teams by performing liaison support to all activities conducting installations within the sail zone or its installed systems as requested. This support includes, pre-installation scheduling, liaison with local Ships, Squadrons, and Maintenance Activities, resolving technical installation issues on the waterfront, and final inspection of the installation within the sail zone utilizing the appropriate ISE Representative Task Reference identified in Section 2.1, as applicable.

### 3.7 ON-SITE SUBMARINE SAIL SYSTEMS SUBSAFE TECHNICAL SUPPORT

The Contractor shall obtain SUBSAFE and Level I technical guidance from NSWCPD and provide recommendations for local Ships, Squadrons, and Maintenance Activities during inspections; maintenance and repair of SUBSAFE and or Level I components; and systems located within the sail zone as requested. Contractor personnel will follow guidance provided in NSWCPD CFP 7.1 Submarine Safety (SUBSAFE) and Level I Requirements Program and NSWCPD CFP 1.0 Command Level I Material Control Process identified in Section 2.1.

### 3.8 ON-SITE SUBMARINE SAIL SYSTEMS TRAINING

The Contractor shall perform submarine sail systems training to local Ships and Maintenance Activity personnel as required. A minimum of six (6) training courses per On-Site location identified in Section 6.1.1 will be scheduled and conducted through the local Squadron utilizing applicable training course material listed in Section 2.2, each year.

### 3.9 TYCOM/SQUADRON SAIL ZONE TECHNICAL EXPERT

The Contractor shall represent the local Type Commander/Squadron on technical issues related to the sail zone and sail HM&E systems on the waterfront; and at local meetings where their attendance is impeded, delayed, or otherwise unavailable. Proper documentation and In-Service Engineering guidance will be obtained prior to formal recommendations to Fleet Activities for deviations/waivers and complex issues.

### 3.10 SAIL IN-SERVICE REPRESENTATIVE SUPPORT SYSTEMS (SIRSS) DATABASE SUPPORT SERVICES

The Contractor shall perform database administrative and technical support needed to operate the submarine sail zone SIRSS databases as required. SIRSS database technical support will be provided to NSWC Philadelphia as required to assist in resolving issues related to the daily operations of SIRSS databases.

### 3.11 SUBMARINE SAIL IN-SERVICE ENGINEERING REPRESENTATIVE SAIL AND TOWED ANTENNA TRAINING COURSES

The Contractor shall perform annual review and updates to the ISEREP training Materials listed in Section 2.2. A minimum of 6

courses will be reviewed yearly.

### 3.12 ANNUAL TECHNICAL POWERPOINT PRESENTATIONS AND MICROSOFT EXCEL REPORTS

The Contractor shall develop Microsoft Excel reports annually for each On-Site ISE Representative location (including evaluation comments to identify compiled data trends). An annual Manager's presentation will be developed in addition to the above requirements. All reports will be developed utilizing information from the SIRSS databases listed in Section 2.3, herein and inputs from ISE Representatives.

### 3.2 Commonality of Systems, Subsystems, and Components

**3.2.1** In line with C-211-H019 Commonality and Standardization (NAVSEA), contractors are directed to develop and implement a Commonality and Standardization Plan. When selecting equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf (VS) (<https://www.pdrep.csd.disa.mil/default.htm>) before other tools.

**3.2.2** Inquiries regarding issues with account creation or level of access on the Virtual Shelf should be sent via e-mail to [commonality\\_program@navy.mil](mailto:commonality_program@navy.mil) with the contract number, and the COR and PCO name, email address and phone number.

## 4.0 DATA REQUIREMENTS

All products, documentation, data files and masters for products/reports etc. developed in support of this task order are the property of the Government and shall be turned over to the Government upon request or completion of this task order. All Reports in this section are to be submitted electronically beginning 30 days after award and as directed in accordance with the associated DD1423 CDRL's thereafter.

### 4.1 Contracting Officer's Management Report (CDRL A001)

4.1.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.1.2 The CDRL shall be delivered electronically, unless otherwise stated, and while Contractor's format is acceptable, Government's approval is required from the COR.

#### 4.1.3 Labor Rate Tripwire Justification

4.1.3.1 The Contractor shall advise the COR and the Contract Specialist, by email, if the pending addition of any individual (Key or non-Key) will be at fully burdened average labor rate (including pass-through and/or target fee) that exceeds the labor tripwire amount. The Contractor shall not proceed with the addition until the contractor is advised by the Contract Specialist that the



request has been approved by the Contracting Officer.

4.1.3.2 The Contractor's request shall include, the proposed individual's resume, labor hourly rate build-up, labor hours per work year, detailed justification for the addition of the particular individual based on his/her technical expertise and projected technical impact on the Task Order. If the individual is a subcontractor or consultant, the rate build-up shall include the prime contractor's pass through rate.

4.1.3.3 Currently, the fully burdened average labor rate of (b)(4)/hour or greater, regardless of the number of labor hours the proposed individual (prime, subcontractor, or consultant) will work. The Contractor will be advised of any changes to this tripwire level that occur during performance. All Fully Burdened Labor rates of (b)(4)/hour or greater shall require the COR and the PCO's review and written approval.

## **4.2 Travel Report (CDRL A002)**

4.2.1 This report shall reflect both prime and subcontractor data if applicable at the same level of detail.

4.2.2 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, Government's approval is required from the COR.

4.1.3 The Contractor may be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Federal Travel Regulations (FTR) and shall be pre-approved by the COR. The Contractor shall submit travel reports in accordance with DI-MGMT-81943 (CDRL A002).

## **4.3 Other Direct Costs Report (CDRL A003)**

4.3.1 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, Government's approval is required from the COR.

## **4.4 Contractor's Personnel Roster (CDRL A004)**

4.4.1 The CDRL shall be delivered electronically, unless otherwise stated, and while contractor's format is acceptable, Government's approval is required from the COR.

## **4.5 Submarine Pre Overseas Movement Sail Inspection Reports (CDRL A005)**

The Contractor shall provide reports from Submarine Pre Overseas Movement Sail Inspection IAW the applicable ISE Rep task

reference identified in Section 2.1, herein. Report via electronic mail in a digital format that can be read by Microsoft Office applications or Adobe PDF applications. (In accordance with the DD1423 CDRL A005)

#### **4.6 SSN Sail Close-Out Inspection (CDRL A006)**

The Contractor shall provide reports from SSN Sail Close-Out Inspection IAW the applicable ISE Rep task reference identified in Section 2.1, herein. Report via electronic mail in a digital format that can be read by Microsoft Office applications or Adobe PDF applications. (In accordance with the DD1423 CDRL A006)

#### **4.7 SSN Sail INSURV Inspection Reports (CDRL A007)**

The Contractor shall provide reports from SSN Sail INSURV Inspections IAW the applicable ISE Rep task reference identified in Section 2.1, herein. Report via electronic mail in a digital format that can be read by Microsoft Office applications or Adobe PDF applications. (In accordance with the DD1423 CDRL A007)

#### **4.8 SSBN and SSGN Post Refit Inspection Reports (CDRL A008)**

The Contractor shall provide reports from SSBN and SSGN Post Refit Inspection IAW the applicable ISE Rep task reference identified in Section 2.1, herein. Report via electronic mail in a digital format that can be read by Microsoft Office applications or Adobe PDF applications. (In accordance with the DD1423 CDRL A008)

#### **4.9 SSN Sail Depot In-Progress and Completion Inspection Reports (CDRL A009)**

The Contractor shall provide reports from SSN Submarine Sail Depot Availability In-Progress and Completion Inspections IAW the applicable ISE Rep task reference identified in Section 2.1, herein. Report via electronic mail in a digital format that can be read by Microsoft Office applications or Adobe PDF applications. (In accordance with the DD1423 CDRL A009)

#### **4.10 SSBN and SSGN Sail Depot In-Progress and Completion Inspection Reports (CDRL A010)**

The Contractor shall provide reports from SSBN and SSGN Submarine Sail Depot Availability In-Progress and Completion Inspections IAW the applicable ISE Rep task reference identified in Section 2.1, herein. Report via electronic mail in a digital format that can be read by Microsoft Office applications or Adobe PDF applications. (In accordance with the DD1423 CDRL A010)

#### **4.11 Task Tracking Reports (CDRL A011)**

The Contractor shall provide reports from On-site field support troubleshooting and fault isolation data, including provided expert consultation, repair and installation support of various HM&E systems. This documentation shall be in electronic form submitted via the Weekly Task Tracking database identified in Section 2.3, herein. (In accordance with the DD1423 CDRL A011)

#### **4.12 Field Information Request Responses (CDRL A012)**

The Field Information Request is a tracking product used to assign engineering requests from internal and external activities for comment by the assigned Field Services Representatives. The Contractor shall provide technical documentation and Installation procedure comments and redlines as required. This documentation shall be in electronic form provided by the applicable Field Information Request database IAW para, 3.0, herein. (In accordance with the DD1423 CDRL A012)

#### **4.13 Sail and Towed Antenna Training Courses (CDRL A013)**

The Contractor shall provide updated Submarine Sail In-Service Engineering Representative Sail and Towed Antenna Training Courses as directed by the Sail In-Service Engineering Representative Branch Head utilizing training materials identified in Section 2.2, herein. Deliver media via electronic mail in a digital format that can be read by Microsoft Office applications or Adobe PDF applications. (In accordance with the DD1423 CDRL A013)

#### **4.14 Quarterly and Annual Technical Program Reports (CDRL A014)**

The Contractor shall develop 7 Microsoft Excel reports quarterly for each On-Site ISE Rep location (including evaluation comments to identify compiled data trends) and 7 annual presentation reports for each On-Site ISE Rep location. An annual Manager's presentation will be developed in addition to the above requirements. All reports will be developed utilizing standardized reporting formats contained within the ISE Rep Sail Dashboard database identified in Section 2.3, herein. Provide presentations via electronic mail in a digital format that can be read by Microsoft Office applications or Adobe PDF applications. (In accordance with the DD1423 CDRL A014).

### **5.0 SECURITY REQUIREMENTS**

**5.1 SECURITY TRAINING.** The Contractor is responsible for completing all required Government mandated training to maintain security and network access to government sites and IT systems to include but not limited to: Antiterrorism Level 1 Awareness; Records Management in the DON: Everyone's Responsibility; Training and Readiness: The Active Shooter; NAVSEA Introduction to Controlled Unclassified Information; Operations Security (OPSEC); NAVSEA Counterintelligence Training; Privacy and Personally Identifiable Information (PII) Awareness Training; NAVSEA Physical Security training and Cybersecurity 101 Training. Certificates of successful completion shall be sent to the COR and as otherwise specified in the contract.

**5.1.1** In accordance with the NISPOM DoD 5220.22M, Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site require an open investigation or favorable adjudicated Tier 3 by the Vetting Risk Operations Center (VROC). An interim clearance is granted by VROC and recorded in the Joint Personnel Adjudication System (JPAS). An open or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCPD buildings. Furthermore, if the Navy Central Adjudication Facility, have made an unfavorable determination access will be denied. For Common Access Card (CAC) you must have an open investigation and or favorable adjusted investigation. Interim security clearance are acceptable for a CAC. Access will be denied for anyone that has eligibility pending in JPAS. Vetting through the National Crime Information Center, Sex Offender Registry, and the Terrorist screening database shall be process for a contractor that does not have a favorable adjudicated investigation.

**5.1.2** Within 30 days after Task Order award, the Contractor shall submit a list of all contractor personnel, including subcontractor

employees, who will have access to DON information systems and/or work on-site at one of the NSWCPD sites to the appointed Contracting Officer Representative (COR) via email. The contractor shall provide each employee's first name, last name, contract number, the NSWCPD technical code, work location, whether or not the employee has a CAC and or Standard Access Control Badge (SACB), the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. Throughout the period of performance of the contract, the Contractor shall immediately provide any updated information to the COR when any Contractor personnel changes occur including substitutions or departures.

**5.2 ON SITE WORK.** Contractor personnel that require a badge to work on-site at one of the NSWCPD sites must provide an I-9 form to verify proof of citizenship. The I-9 form should be signed by the company Facility Security Officer or the company Human Resource Department. In addition to the I-9 form, Contractors shall also bring their birth certificate, current United States Passport or naturalization certificate and state issued ID to the NSWCPD Security Officer at the time of badge request to verify citizenship. Any Contractor that has unfavorable information that has not been favorably adjudicated, by Department of Defense Central Adjudication Facility (DOD CAF) will not be issued a badge. Finally, contractors shall supply a copy of their OPSEC Training Certificate or other proof that the training has been completed.

**5.2.1** In accordance with NSWCPD security protocol, Contractor employees who hold dual citizenship will not be granted security clearance to our facilities.

**5.2.4** For each day on NSWCPD property, the Contractor shall complete the current version of the NSWCPD COVID-19 Screening and Self-Assessment Questionnaire (**Attachment 1**) for each employee. If there are any "Yes" answers, the contractor shall contact the TPOC or the Contractor Officer.

**5.3 DD254 REQUIREMENT.** This effort may require access to classified information up to the SECRET level. No classified data will be generated or stored by the Contractor. The Contractor is required to have and maintain a SECRET clearance. The requirements of the attached DD Form 254 apply.

**5.3.1** The Contractor is required to maintain a Facility Security Clearance (FCL) in accordance with the DD254 to perform certain work under the Task Order. Although it is not required at time of award, it shall be obtained within 30 days after award. Otherwise the government will have no obligation to continue ordering work under the Task Order and may not exercise any of the available options.

**5.3.2** The Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this Task Order, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the NSWCPD, Security Office.

**5.3.3** The Contractor shall forward signed copies of DD254s provided to subcontractors to the Naval Surface Warfare Center Philadelphia Division (NSWCPD), ATTN: Security.

**5.3.4** The Contractor shall direct the subcontractor to obtain approval, through the prime Contractor, for the public release of information received or generated by the sub through the prime Contractor.

**5.3.5** The Contractor shall submit the subcontractor request for public release through the technical point of contact identified on the DD 254.

### 5.3.6 Security Classification Guidance is as follows in accordance with:

Nuclear Command, Control, and Communications-Navy (NC3-N) Enterprise

Security Classification Guide (SCG)

SCG ID# Chief of Naval Operations N2N6 Draft

SECRET Facility Clearance (FCL) is required for performance on this Task Order. There are no safeguarding requirements required.

All Contractor personnel assigned to this Task Order and performing its required services on site as reflected in Item 8 of this DD254 shall be United States citizens and possess a personnel security clearance at the SECRET level.

SECRET clearances required on submarine work. SIPRNET access at a government facility is required.

**Item 10(b) 1:** Contractor requires access to spaces/areas that contain RD. No direct access to RD required. Contractor will not have access to classified material.

**Item 10(j):** All Controlled Unclassified Information associated with this Task Order must be protected per the guidance provided for Item 11(l) of this DD Form 254. During working hours, reasonable steps shall be taken to minimize the risk of access by unauthorized personnel. After working hours, CUI information must be stored in locked containers, desks, or cabinets.

**11(a) -** Various locations as identified by the Program Manager and approved by the COR. A copy of this DD form 254 will be provided to the Cognizant Security Office (CSO) by those locations identified by the Program Manager prior to the contractor's arrival. For those locations identified by the Program Manager that are contractor's facilities, the Program Manager must forward the contractor's facility CAGE code for vetting by Code 1051 prior to access to classified.

Work is anticipated to the following but not limited to destinations: Philadelphia, PA, Norfolk VA, Bremerton/Everett/Seattle WA, San Diego CA, Pearl Harbor HI, Groton CT, and Kings Bay, GA.

**Item 10 (k) SIPRnet:** This Task Order does not require access to NATO classified information and there is not a need to know for NATO classified information. Personnel assigned to this Task Order who require access to SIPRnet and/or SIPRnet Backbone equipment must receive a NATO security briefing and derivative classification training prior to access from the contractor's Facility Security Officer (FSO). The FSO shall ensure all personnel receive an initial and annual NATO security briefing along with initial and biennial derivative classification training during the life of this Task Order. Evidence of completion, training certificates or equivalent, shall be provided to the Information Assurance Manager no later than the individual's due date. Access to SIPRnet will only be available at a government facility.

Under NAVSEA Contracts 12/1/2011.

**Item: 10(k) 1.** (U) Security Controls on the Dissemination of NNPI Received or Generated Under NAVSEA Contracts 12/1/2011.

**Item: 10(k) 2.** (U) OPNAVINST, N9210.3 Safeguarding of Naval Nuclear Propulsion Information (NNPI) 6/7/2010.

**Item: 10(k) 3.** (C-RD) CG-RN-1, REV.3, CHANGES 1-20, DOE-DOD SCG for the NNPI which includes Interpretive Guidance Bulletins 1-19; applicable non-RD sections only.

**Item: 10(k) 4.** Processing of NNPI on non-federal IT systems requires NAVSEA 08 authorization per OPNAVINST N9210.3, using the procedures identified in NAVSEA ltr 08B/19-03823, dated 2 August 2019.

**Item: 10(k) 5.** The Contractor must provide a copy of subcontractor DD254s issued under this Task Order, where NNPI is shared, to NAVSEA 08 Security, via the official shown in Block 17 of this DD-254.

**Item: 10(k) 6.** The Contractor must provide a copy of subcontractor DD254s issued under this Task Order, where U-NNPI is shared, to NSWCPD Industrial and Operations Security (Code 1051) and NAVSEA 08, for information.

**Item: 10(k) 7.** The Contractor must maintain a current Certification of eligibility from the Defense Logistics Agency, Joint Certification Office for access to export-controlled Controlled Unclassified Information (CUI), which includes U-NNPI. DD Form 2345, Militarily Critical Technical Data Agreement, applies

**Item 11(f):** Security officers onboard the designated ships and installations will maintain control of the classified information and conduct security inspections if required. Work is anticipated to the following but not limited to destinations: Philadelphia, PA, Norfolk VA, Bremerton/Everett/Seattle WA, San Diego CA, Pearl Harbor HI, Groton CT, and Kings Bay, GA.

**Item: 11(j):** The Contractor shall utilize the NSWCPD Critical Information List, to help identify and protect critical information associated with this Task Order.

**Item: 11(j):** Continued: During the period of this contract, the Contractor may be exposed to, use, or produce, NSWCPD Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NSWCPD's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI).

**Item: 11(j):** Continued: Assembled large components/systems being transported to and from testing areas, other production or government facilities (whether or not on public roadways) shall be in an enclosed van trailer or covered flatbed trailer. Component/System outside storage, staging, and test areas shall be shielded/obscured from public view wherever physically possible.

**Item: 11(j):** Continued: NSWCPD's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet

pages or public facing websites. Media requests related to this project shall be directed to NSWCPD Public Release Authority listed in Item 12 of this DD Form 254.

**Item: 11(j):** Continued: Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive, Company Proprietary information related to this or other program must be immediately reported to the Facility Security Officer, Defense Counterintelligence & Security Agency and/or the Naval Criminal Investigative Service, and the NSWCPD Industrial and Operations Security (Code 1051). Questions concerning these requirements shall be directed to the NSWCPD Industrial and Operations Security Division (Code 1051).

**Item: 11(j):** Continued: Performance under this contract requires the contractor to adhere to OPSEC requirements. OPSEC requirements are additional to the requirements of DoD 5220.22-M, National Industrial Security Program Operating Manual, therefore, the Contractor may not impose OPSEC requirements on its subcontractors unless NSWCPD approves the OPSEC requirements.

**Item: 11(l):** All Controlled Unclassified Information (CUI) associated with this contract must be safeguarded to prevent unauthorized public disclosure. CUI such as FOUO, Security Classification Guides (SCG), and other technical information with Distribution Statements B, C, D, E or F are not authorized for public release and cannot be placed on a publicly accessible web site or web server. All emails containing such information or attachments, shall be protected per NIST SP-800-171. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy all CUI associated with this contract by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

**Item: 11(l):** Continued: U-NNPI CUI must be protected in accordance with OPNAVINST N9210.3 and may not be stored or processed on Non-federal AIS without written authorization of NAVSEA 08, Naval Reactors.

Classified or unclassified technical papers to be presented at a classified symposium must be approved by the NSWCPD Contracting Officer's Representative (COR) in concert with NSWCPD Code 1051 and PAO prior to the presentation.

The Contractor must submit a request for sharing of classified and other sensitive information between prime contracts and subcontractors in writing to the COR and NSWCPD Industrial and Operations Security (Code 1051). Each request must reference contract number identify in block 2a the specific information for which approval is being sought, a justification for needing to share the information, the name of other contractor and its contract number under which the requested information will be shared.

Personnel designated as derivative classifiers shall receive derivative classification training prior to access from the contractor's Facility Security Officer (FSO). The FSO shall ensure personnel receive initial and annual refresher training during the life of this Task Order. Evidence of completion, training certificates or equivalent, shall be provided to the Information System Security Manager (ISSM) no later than the individual's due date.

All classified documents must be destroyed using a National Security Agency (NSA) approved high security crosscut shredder listed on the NSA/CSS evaluated products list (EPL) for high security crosscut paper shredders, or other approved method for destroying classified information.

Copies of preliminary inquiry or investigative reports of security incidents involving classified information shall be scanned and forwarded to the NSWCPD Industrial Security, code 1051

The Contractor must also provide a copy of the subcontractor DD 254s issued under this contract to the COR and the Industrial Security Specialist, code 1051.

Contact the COR and the certify official in block 17 on this DD254 for any security questions related to this Task Order.

All reports of contractor security violations associated with this contract shall be sent by the Cognizant DCSA field office directly to the certifying official in Item 17 of this DD254.

All security related requests pertaining to this contract shall be submitted in writing by the contractor's Facility Security Officer (FSO) to the certifying official in Item 17 of this DD254.

This DD254 is for solicitation purposes only; therefore, it must be returned to certify official in block 17 of this form to be updated with a contract number upon contract award before the Task Order DD254 can be issued to the contractor.

**Additional information related to the facility clearance process can be obtained by visiting [www.dss.mil](http://www.dss.mil) or [http://www.dss.mil/isec/pcl\\_index.htm](http://www.dss.mil/isec/pcl_index.htm).**

## **5.4 OPERATIONS SECURITY (OPSEC)**

**5.4.1** The Contractor shall protect critical information associated with this contract to prevent unauthorized disclosure. The NSWCPD Philadelphia Division's (NSWCPD) Critical Information List (CIL)/ CIIL (Critical Indicators and information list) will be provided on site, if warranted. Performance under this contract requires the contractor to adhere to OPSEC requirements. The Contractor may not impose OPSEC requirements on its subcontractors unless NSWCPD approves the OPSEC requirements. During the period of this contract, the Contractor may be exposed to, use, or produce, NSWCPD Critical Information (CI) and/or observables and indicators which may lead to discovery of CI. NSWCPD's CI will not be distributed to unauthorized third parties, including foreign governments, or companies under Foreign Ownership, Control, or Influence (FOCI).

**5.4.2** CUI correspondence transmitted internally on the contractor's unclassified networks or information systems, and externally, shall be protected per NIST SP-800-171, Protecting Controlled Unclassified Information (CUI) in Non-federal Systems and Organizations.

Assembled large components/systems being transported to and from testing areas, other production or government facilities (whether or not on public roadways) shall be in an enclosed van trailer or covered flatbed trailer. Component/System outside storage, staging, and test areas shall be shielded/obscured from public view wherever physically possible.

**5.4.3** NSWCPD's CI shall not be publicized in corporate wide newsletters, trade magazines, displays, intranet pages or public facing websites. Media requests related to this project shall be directed to the PCO, and the COR who will forward the required to the NSWCPD Public Release Authority for review.

**5.4.4** Any attempt by unauthorized third parties to solicit, obtain, photograph, or record, or; incidents of loss/compromise of government Classified or CI, Business Sensitive, Company Proprietary information related to this or other program must be immediately reported to the contractor's Facility Security Officer and Cognizant Security Office and/or the Naval Criminal Investigative Service, and the NSWCPD Security Division (Code 105). Questions concerning these requirements shall be directed to the PCO, and the COR who will forward the request to the NSWCPD Security Division (Code 105).

## **5.5 RECEIPT, STORAGE, AND GENERATION OF CONTROLLED UNCLASSIFIED INFORMATION (CUI)**

All Controlled Unclassified Information (CUI) associated with this contract must follow the minimum marking requirements of



DoDI 5200.48, Section 3, paragraph 3.4.a, and include the acronym "CUI" in the banner and footer of the document. In accordance with DoDI 5200.48, CUI must be safeguarded to prevent Unauthorized Disclosure (UD). CUI export controlled technical information or other scientific, technical, and engineering information must be marked with an export control warning as directed in DoDI 5230.24, DoDD 5230.25, and Part 250 of Title 32, CFR. Nonfederal information systems storing and processing CUI shall be protected per NIST SP-800-171, or subsequent revisions. All transmissions to personal email accounts (AOL, Yahoo, Hotmail, Comcast, etc.) and posting on social media websites (Facebook, Instagram, Twitter, LinkedIn, etc.) are prohibited. Destroy CUI associated with this contract by any of the following approved methods: A cross-cut shredder; a certified commercial destruction vendor; a central destruction facility; incineration; chemical decomposition; pulverizing, disintegration; or methods approved for classified destruction.

## **5.6 PLANNING, PROGRAMMING, BUDGETING AND EXECUTION (PPBE) DATA.**

Not Used.

## **5.7 U-NNPI SECURITY REQUIREMENTS**

**5.7.1** Security Classification Guidance is as follows of portions of the tasking on this Task Order when invoked in the Task Order statement of work.

**5.7.1.1** Contractor requires access to information and equipment classified at the Confidential National Security Information (NSI) level in order to provide industrial support services within facilities that actively supports the Navy Nuclear Propulsion Program (NNPP).

**5.7.1.2** All contractor personnel accessing classified information or classified material associated with the performance of work related to the resultant contract must be United States citizens, and shall have and maintain at a minimum Confidential security clearance.

**5.7.1.3** The Contractor is responsible for completing all required government mandated training to maintain security and network access to government sites and IT systems, as necessary to support.

## **5.8 U-NNPI**

**5.8.1** Purpose The Contractor hereby agrees that when provided documents (specifications, drawings, etc.) that are marked as containing NOFORN sensitive information that must be controlled pursuant to Federal law, the information contained therein and generated as part of the inquiry shall be used only for the purpose stated in the Task Order and shall in no case be transmitted outside the company (unless such transmittals comply with the detailed guidance of the Task Order) or to any foreign national within the company. While in use, the documents shall be protected from unauthorized observation and shall be kept secure so as to preclude access by anyone not having a legitimate need to view them. The documents shall not be copied unless done in conformance with the detailed guidance of the Task Order. All the documents shall be promptly returned in their entirety, unless authorized for proper disposal or retention, following completion of the Task Order.

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## **5.9.2 Specific Requirements for Protecting U-NNPI**

- a) Only U.S. citizens who have a need to know required to execute the contract shall be allowed access to U-NNPI.
- b) When not in direct control of an authorized individual, U-NNPI must be secured in a locked container (e.g., file cabinet, desk, safe). Access to the container must be such that only authorized persons can access it, and compromise of the container would be obvious at sight. Containers should have no labels that indicate the contents. If removed from the site, U-NNPI must remain in the personal possession of the individual. At no time should U-NNPI be left unsecured (e.g., in a home or automobile, or unattended in a motel room or sent with baggage).
- c) U-NNPI documents will have the word NOFORN at the top and bottom of each page. The cover sheet will have the warning statement shown below. Documents originated in the course of work that reproduce, expand or modify marked information shall be marked and controlled in the same way as the original. Media such as video tapes, disks, etc., must be marked and controlled similar to the markings on the original information.
- d) U-NNPI may not be processed on networked computers with outside access unless approved by CNO (N00N). If desired, the company may submit a proposal for processing NNPI on company computer systems. Personally owned computing systems, such as personal computers, laptops, personal digital assistants, and other portable electronic devices are not authorized for processing NNPI. Exceptions require the specific approval of the cognizant DAA and CNO (N00N).
- e) U-NNPI may be faxed within the continental United States and Hawaii provided there is an authorized individual waiting to receive the document and properly control it. U-NNPI may not be faxed to facilities outside the continental United States, including military installations, unless encrypted by means approved by CNO (N00N).
- f) U-NNPI may be sent within the continental United States and Hawaii via first class mail in a single opaque envelope that has no markings indicating the nature of the contents.
- g) Documents containing U-NNPI shall be disposed of as classified material.
- h) Report any attempts to elicit U-NNPI by unauthorized persons to the appropriate security personnel.
- i) Report any compromises of U-NNPI to the appropriate security personnel. This includes intentional or unintentional public release via such methods as theft, improper disposal (e.g., material not shredded, disks lost), placement on Web site, transmission via email, or violation of the information system containing U-NNPI.
- j) The only approved storage for U-NNPI is CDMS NOFORN.

## **6.0 PLACE OF PERFORMANCE**

Performance of the requirements will be stationed on-site at submarine repair activities, NSWC Philadelphia, PA, remote based locations, and at the contractor's facilities

### **6.1.1 CONUS**

Groton, CT (Northeast Region)

Kings Bay, GA (Southeast Region)

Norfolk, VA (Southeast Region)

Bangor, WA (Northwest Region)

San Diego, CA

Atlantic Region:

Portsmouth, NH

Newport, RI

Washington, DC

NSWC Philadelphia, PA

Portsmouth, VA

Jacksonville, FL

Cape Canaveral, FL

OCONUS:

Pearl Harbor, HI

Agana, Guam

Chinhae, Korea

Yokosuka, Japan

Sasebo, Japan

Faslane, Scotland

Bahrain, UA

Rota, Spain

Portsmouth, UK

Gibraltar, UK

Crete, Greece

Singapore

Diego Garcia, BIOT

**6.1.2** Below is a listing of the identified positions and locations to meet the anticipated level of effort identified in herein, but subject to change as submarine force structures and workloads may shift. Key positions and locations are identified below for general reference.

**PROGRAM MANAGER (Key Personnel Category)**

0.5 FTE, Philadelphia Pa local area

**ENGINEERING TECHNICIAN IV (Key Personnel Category)**

1 FTE On-Site Field Support Representative @ NSSF Groton, CT

1 FTE On-Site Field Support Representative @ Pearl Harbor, HI

1 FTE On-Site Field Support Representative @ Norfolk, VA

**OPERATIONS SUPPORT II (Non-Key Personnel Category)**

1 FTE Southeast Region

**ENGINEERING TECHNICIAN III (Non-Key Personnel Category)**

1 FTE On-Site Field Support Representative @ Pearl Harbor, HI

1 FTE On-Site Field Support Representative @ Agana Guam

**ENGINEERING TECHNICIAN III, MECHANICAL (Non-Key Personnel Category)**

1 FTE Mechanical Engineering Technician in Northeast Region

0.5 FTE Mechanical Engineering Technician in Northeast Region

0.5 FTE Mechanical Engineering Technician in Southeast Region

1 (Potential) FTE Mechanical Engineering Technician in Pacific Region

**ENGINEERING TECHNICIAN, ELECTRICAL/ELECTRONICS (Non-Key Personnel Category)**

0.5 FTE On-Site Field Support Representative in Atlantic Region

1 (Potential) FTE Field Support Representative in Northeast Region

**PROGRAM/FINANCIAL ANALYST (Non-Key Personnel Category)**

1-2 FTE, Northeast Region.

**6.1.3** The specific location(s) will be provided at time of award of the Task Order. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than three business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

**6.1.4** Access to Government buildings at Naval Surface Warfare Center Philadelphia Division is from 0600 to 1800 Monday through Friday, except Federal holidays. Normal work hours are from 0600 to 1800, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor employee(s) are performing work under this Contract. Contractor personnel are not allowed to access any Government buildings at NSWCPD outside the hours of 0600 to 1800 without the express approval of the Procuring Contracting Officer (PCO).

**6.1.5** Due to COVID-19, Contractors are encouraged to evaluate and establish performance of its contract at alternate work locations such as the expanded use of teleworking when feasible to successfully perform the contract requirements. This is in effect until there is resolution of the pandemic or as directed by the Contracting Officer.

#### **6.1.6 Early Dismissal and Closure of Government Facilities**

**6.1.6.1** When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow its own company policies regarding leave. Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

**6.1.6.2** When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, and closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Contract period of performance, and shall not follow any verbal directions to the contrary. The PCO will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

**6.1.7** The Contractor shall ensure that each contractor employee who will be resident at NSWCPD completes the Environmental Management System (EMS) Awareness training within 30 days of commencing performance at NSWCPD. This document is available at: <https://navsea.navy.deps.mil/wc/pnbc-code10/Safety/default.aspx>

**6.1.8** In accordance with C-223-W002, ON-SITE SAFETY REQUIREMENTS (NAVSEA), the contractor shall certify by e-mail to (b)(6) (b)(6) that on-site employees have read the "Philadelphia Division Environmental Policy and Commitment" and taken the EMS Awareness training within 30 days of commencing performance at NSWCPD. The e-mail shall include the employee name, work site, and contract number.

## **7.0 TRAVEL**

**7.1** The Contractor will be required to travel to CONUS and OCONUS locations in support of emergent on-site field support services, attend meetings, conduct training, and inspections to meet the requirements identified in Section 3 Requirements, herein. Anticipated number of trips is approximately 70 per year and shall be required at various Navy ports and activities worldwide. To reach some of these locations the Field Service Technicians shall be required to use Military Air Carriers. Therefore, the offeror's may have to set up annual transportation agreements with the Air Mobility Command.

For estimating purposes, the following travel information is provided. Destinations, number of trips and duration are subject to change within these constraints.

(Note: Estimates are for one person on each trip)

From:	To:	No. of Days	No. of Trips	
Groton , CT	Philadelphia, PA	6	1	7.2 The number of times the Contractor may be required to travel to each location cited above may vary as program requirements dictate, provided that the total estimated travel cost is not exceeded. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements. All travel shall be approved before travel occurs. Approval may be via email by the Contracting Officer (PCO) or the fully executed Technical Instruction (TI) signed by the Contracting Officer.
	Faslane Scotland	10	1	
	Norfolk, VA	6	1	
	San Diego, CA	10	1	
	Portsmouth, NH	6	6	
	Bahrain UAE	7	1	
	Washington, DC	6	1	
	Rota, Spain	10	1	
	Crete, Greece	10	1	
Norfolk, VA	Philadelphia, PA	6	2	7.2.1 In accordance with the TI instructions, before initiating any travel the Contractor(s) shall submit a detailed and fully-burdened estimate that includes the number of employees traveling,
	Groton, CT	6	1	
	San Diego	10	2	
	Washington, DC	6	2	
	Bangor, WA	6		
Pearl Harbor, HI	Philadelphia, PA	7	2	
	San Diego, CA	7	2	
	Agana, Guam	10	4	
	Yokosuka, Japan	10	2	
	Chinhae, Korea	10	2	
	Washington, DC	10	2	
	Bangor, WA	6		
Philadelphia, PA	San Diego, CA	10	2	
	Pearl Harbor, HI	8	2	
	Norfolk, VA	6	2	
	Jacksonville, FL	6	4	
	Groton, CT	6	2	
	Washington , DC	6	2	
	Agana, Guam	6	2	

	Bangor, WA	6	2	their expected travel costs for airfare, lodging, per diem, rental car, taxi/mileage and any other costs or actions requiring approval. The travel estimate shall be submitted to the Contracting Officer's Representative (COR) and Contract Specialist. Actuals cost, resulting from
	Kings Bay, GA	6	2	
Bangor, WA	San Diego, CA	5	1	
	Agana, Guam	21	4	
	Pearl Harbor, HI	5	1	
	Philadelphia, PA	4	3	
	Kings Bay, GA	5	1	
	Diego Garcia	21	3	
	Washington , DC	6	2	

the performance of travel requirements, shall be reported as part of the Contractor's monthly status report. The reportable cost shall also be traceable to the Contractor's invoice

**7.3** All travel shall be conducted in accordance with FAR 31.205-46, Travel Costs, and B-231-H001 Travel Cost (NAVSEA) and shall be pre-approved by the COR (CDRL A002).

#### **7.4 Travel Costs**

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**7.4.1** The current “maximum per diem” rates are set forth in the (i) Federal Travel Regulations for travel in the Continental United States; (ii) Joint Travel Regulations for Overseas Non-Foreign areas (e.g., Alaska, Hawaii, Guam, Puerto Rico, etc.); and (ii) Department of State (DOS) prescribed rates for foreign overseas locations.

#### **7.5 OCONUS Contractor Personnel Travel During COVID-19**

In consideration of personnel movement during the COVID-19 pandemic, Force Health Protection (FHP) guidance has been issued for contractor personnel who travel OCONUS for deployment and for conducting official travel OCONUS as well. Entry requirements are communicated to traveling personnel, including contractor personnel, through the Electronic Foreign Clearance Guide (EFCG). Contractor personnel must adhere to current country entry requirements of the respective geographic combatant command (GCC) (which may include screening, ROM, and testing) and all applicable host nation procedures. All contracts including performance outside the United States require DoD contractor personnel to complete a risk assessment of health status.

#### **8.0 GOVERNMENT FURNISHED PROPERTY**

Not Applicable.

#### **9.0 GOVERNMENT FURNISHED INFORMATION**

Not Applicable.

**10.0 PURCHASES**

Not Applicable.

**11.0 COUNTERFEIT MATERIAL PREVENTION**

Not Applicable.

**12.0 PERSONNEL**

**12.1 Personnel Requirements.** All persons proposed in key and non-key labor categories shall, at the time of proposal submission be U.S. citizens.

**12.2** Clause 52.222-2 "Payment for Overtime Premiums" will provide for the total approved dollar amount of overtime premium or will state "zero" if not approved. If overtime premium has not been approved under this contract in accordance with Clause 52.222-2, overtime effort to be performed shall be requested from the Contracting Officer prior to performance of premium overtime. For overtime premium costs to be allowable costs; the Contracting Officer is required to approve the performance of overtime prior to the actual performance of overtime. The dollar amount in FAR 52.222-2 shall equal overtime premium negotiated between the Government and the prime contractor. This overtime premium amount shall equal the prime contractor's unburdened premium OT labor costs plus the subcontractors' fully-burdened premium OT labor costs.

**12.3** The level of effort for the performance of the resultant Task Order is based on the following labor categories and hours per year:

<b>Title</b>	<b>eCRAFT Code</b>	<b>Key</b>	<b>GOV Site (RG)</b>	<b>GOV Site (OT)</b>	<b>CTR Site (RG)</b>	<b>CTR Site (OT)</b>	<b>Resumes Req</b>
MANAGER, PROGRAM/PROJECT II	MANP2	1	0	0	1040	0	1
ENGINEERING TECH LEVEL IV	30084	1	6240	325	0	0	3
OPERATIONS SUPPORT II	OS2	0	2080	0	0	0	N/A
ENGINEERING TECH LEVEL III	30083	0	4160	217	0	0	N/A
ENGINEERING TECH LEVEL III, MECH	30083	0	6240	324	0	0	N/A
ENGINEERING TECH LEVEL III, ELEC	30083	0	3120	162	0	0	N/A
ANALYST, FINANCIAL SYSTEMS	ANFS	0	0	0	4160	0	N/A



## 12.4 Key Personnel

**12.4.1** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Task Order in accordance with Clause 52.237-3 Continuity of Services (Jan 1991) in the basic SeaPort contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**12.4.2** In accordance with C-237-H002 Substitution of Key Personnel, the following labor categories are designated as the target Key Personnel for this Task Order. Resumes will be submitted for each category in the quantities indicated by the key category description. Target qualifications are listed below for each education and work experience qualifications for each key personnel labor category. The proposed combined expertise of all proposed key personnel shall cover at a minimum all requirements for task areas in the Statement of Work.

**12.4.3** The Contractor shall provide individuals to fill the key positions identified below.

**12.4.4** The Contractor shall indicate within the personnel section of its proposal, and/or indicate within individual submitted resume(s), any personnel security clearance requirements as stipulated in section 12.1 above.

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**Program/Project Manager II** (one resume required):

**Minimum Education:** Individual shall possess a Bachelor's of Science Degree in Electrical, Mechanical or Marine Engineering from an accredited College or University.

**Target Experience:** The experience should include ten (10) years total experience in project management, of which, five (5) years should include experience in logistics and engineering. Experience in logistics and engineering projects should involve development and management of submarine Sail and Towed Antenna Systems. Submarine Sail and Towed Antenna Systems experience should include system analysis and test and evaluation. **A current SECRET Clearance or SECRET Clearance eligibility is required at time of award.**

**Engineering Technician IV** (Three (3) resumes required):

**Minimum Education:** Individual shall possess a High School diploma.

**Target Experience:** Individuals should have five (5) years of prior military, Department of Defense or related business experience in Submarine HM&E systems maintenance management. The experience should include Five(5) years' experience in providing field engineering support, working as a group leader with waterfront Maintenance Activates, Shipyards, Submarine Force Electronics Material Offices, Senior Naval Officers, and other government agencies in support of Sail and Towed Antenna Systems. Two (2) of the five years' should include experience in inspection, repair, maintenance, troubleshooting and installation of Sail and Towed Antenna mechanical, electrical and electronic systems; and experience involving the use of the Submarine Sail ISE REP client databases. **A current SECRET Clearance or SECRET Clearance eligibility is required at time of award.**

## 12.5 Non-Key Personnel

In the performance of this effort, the Contractor shall fully staff the non-key positions listed below with qualified individuals. The Contractor shall provide individuals to fill the non-key positions identified below:

## **Operations Support II**

**Minimum Education:** Individual shall possess a Bachelor's of Science Degree in Information systems from an accredited College or University.

**Minimum Experience:** The experience shall include one(1) year experience in information systems and database design, development, maintenance, and administration. **A current SECRET Clearance or SECRET Clearance eligibility is required at time of award.**

## **Engineering Technician III**

**Minimum Education:** Individual shall possess a High School diploma.

**Minimum Experience:** Individuals shall have five (5) years of prior military, Department of Defense or related business experience in Submarine HM&E systems maintenance. The experience shall include one (1) year experience in providing field engineering support on Sail and Towed Antenna Systems mechanical, electrical and electronic systems. This experience shall be in the inspection, repair, maintenance, troubleshooting and installation of mechanical, electrical and electronic systems. **A current SECRET Clearance or SECRET Clearance eligibility is required at time of award.**

## **Engineering Technician III, Mechanical**

**Minimum Education:** Individual shall possess a High School diploma.

**Minimum Experience:** Individuals shall have three (3) years of prior military, Department of Defense or related business experience in the troubleshooting, repair, testing and installation of mechanical systems. The experience shall include one (1) year experience in the inspection, repair, maintenance, troubleshooting and installation of mechanical systems. **A current SECRET Clearance or SECRET Clearance eligibility is required.**

## **Engineering Technician III, Electrical / Electronics**

**Minimum Education:** Individual shall possess a High School diploma.

**Minimum Experience:** Individuals shall have three (3) years of prior military, Department of Defense or related business experience in the troubleshooting, repair, testing and installation of electrical or electronic systems. The experience shall include one (1) year experience in the inspection, repair, maintenance, troubleshooting and installation of electrical or electronic systems. **A current SECRET Clearance or SECRET Clearance eligibility is required at time of award.**

## **Analyst, Financial Systems**

**Minimum Education:** Individual shall possess a High School diploma.

**Minimum Experience:** The individual shall have two (2) years' experience as a program/financial analyst with demonstrated ability to develop program reports, track action items, managing an electronic filing system, arrange meetings, and proficiently utilize Microsoft Office Software products. **A current SECRET Clearance or SECRET Clearance eligibility is required at time of award.**

## 12.6 DON Cyberspace IT (Information Technology) / Cybersecurity & Information Assurance Functions and Personnel Requirements

Each new Task Order that will require contractors to have privileged access, conduct IT planning, develop/code, or perform cybersecurity/IT functions will include DFARS Clause 252.239-7001 Information Assurance Contractor Training and Certification, and should cite both DoD 8570.01-M "Information Assurance Workforce Improvement Program" and should reference the Cyber Security Workforce (CSWF) Baseline Certifications Report CDRL in Section 4.0 DATA REQUIREMENTS.

12.6.1 The table below outlines the requirements for the listed cyber positions:

Labor Category or Task Area	IAT or IAM Level (1,2,3)	IAWF Baseline Requirements	Operating System/Computing Environment(OS/CE) Qualification	Continuing Professional Education (CPE) Requirements	Primary tasks

### INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

## 13.0 NSWCPD ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM

13.1 In addition to the requirements of Clause C-237-W001 "Electronic Cost Reporting and Financial Tracking (eCRAFT) System Reporting (NAVSEA)", the contractor is required to provide supporting accounting system reports, at the Contracting Officer's request, based on the review of the invoice documentation submitted to eCRAFT. This documentation will include reports such as the Job Summary Report (or equivalent), Labor Distribution Report (or equivalent), and General Ledger Detail Report (or equivalent). Supporting labor data provided must include unburdened direct labor rates for each employee and labor category.

Cost breakdowns for ODCs, Materials, travel and other non-labor costs must be at the transactional level in sufficient detail so the Government can review allocability to the contract/task order. Indirect costs allocated to direct costs must be shown at the lowest level of detail sufficient to reconcile each indirect rate to the appropriate allocation base.

**13.2** On invoices containing subcontractor costs, the prime contractor agrees, at the Contracting Officer's request, to attach as supporting documentation all invoices received from subcontractors, unless the subcontractor submits invoices directly to the CO and COR. This requirement applies to all subcontract types (Cost, FFP, etc.).

## **14.0 SPECIAL REQUIREMENTS**

### **14.1 Quality Management System**

Not Applicable.

### **14.2 Risk Management**

Not Applicable.

### **14.3 OCONUS Contractor Personnel Travel During COVID-19**

In consideration of personnel movement during the COVID-19 pandemic, Force Health Protection (FHP) guidance has been issued for contractor personnel who travel OCONUS for deployment and for conducting official travel OCONUS as well. Entry requirements are communicated to traveling personnel, including contractor personnel, through the Electronic Foreign Clearance Guide (EFCG). Contractor personnel must adhere to current country entry requirements of the respective geographic combatant command (GCC) (which may include screening, ROM, and testing) and all applicable host nation procedures. All contracts including performance outside the United States require DoD contractor personnel to complete a risk assessment of health status.

## **C-202-H001 ADDITIONAL DEFINITIONS--BASIC (NAVSEA) (OCT 2018)**

- (a) Department - means the Department of the Navy.
- (b) Commander, Naval Sea Systems Command - means the Commander of the Naval Sea Systems Command of the Department of the Navy or his duly appointed successor.
- (c) References to The Federal Acquisition Regulation (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (d) National Stock Numbers - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four-position Federal Supply Class (FSC) plus the applicable nine-position NIIN assigned to the item of supply.

#### **C-204-H001 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (OCT 2018)**

- (a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as protected information. File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.
- (b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:
  - (1) The support contractor not disclose any information;
  - (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
  - (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
  - (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support of contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.
- (c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.
- (d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors should enter into separate non-disclosure agreements with the file room contractor. Contact the Procuring Contracting Officer for contractor specifics. However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

#### **C-204-H002 IMPLEMENTATION OF ENHANCED SECURITY CONTROLS ON SELECT DEFENSE INDUSTRIAL BASE PARTNER NETWORKS (NAVSEA) (JAN 2020)**

##### 1. System Security Plan and Plans of Action and Milestones (SSP/POAM) Reviews

- a) Within thirty (30) days of contract award, the Contractor shall make its System Security Plan(s) (SSP(s)) for its covered contractor information system(s) available for review by the Government at the contractor's facility. The SSP(s) shall implement the security requirements in Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.204-7012, which is included in this contract. The Contractor shall fully cooperate in the Government's review of the SSPs at the Contractor's facility.
- b) If the Government determines that the SSP(s) does not adequately implement the requirements of DFARS clause 252.204-7012 then the Government shall notify the Contractor of each identified deficiency. The Contractor shall correct any identified deficiencies within thirty (30) days of notification by the Government. The contracting officer may provide for a correction period longer than thirty (30) days and, in such a case, may require the Contractor to submit a plan of action and milestones (POAM) for the correction of the identified deficiencies. The Contractor shall immediately notify the contracting officer of any failure or anticipated failure to meet a milestone in such a POAM.

c) Upon the conclusion of the correction period, the Government may conduct a follow-on review of the SSP(s) at the Contractor's facilities. The Government may continue to conduct follow-on reviews until the Government determines that the Contractor has corrected all identified deficiencies in the SSP(s).

d) The Government may, in its sole discretion, conduct subsequent reviews at the Contractor's site to verify the information in the SSP(s). The Government will conduct such reviews at least every three (3) years (measured from the date of contract award) and may conduct such reviews at any time upon thirty (30) days' notice to the Contractor.

## 2. Compliance to NIST 800-171

a) The Contractor shall fully implement the CUI Security Requirements (Requirements) and associated Relevant Security Controls (Controls) in NIST Special Publication 800-171 (Rev. 1) (NIST SP 800-171), or establish a SSP(s) and POA&Ms that varies from NIST 800-171 only in accordance with DFARS clause 252.204-7012(b)(2), for all covered contractor information systems affecting this contract.

b) Notwithstanding the allowance for such variation, the contractor shall identify in any SSP and POA&M their plans to implement the following, at a minimum:

(1) Implement Control 3.5.3 (Multi-factor authentication). This means that multi-factor authentication is required for all users, privileged and unprivileged accounts that log into a network. In other words, any system that is not standalone should be required to utilize acceptable multi-factor authentication. For legacy systems and systems that cannot support this requirement, such as CNC equipment, etc., a combination of physical and logical protections acceptable to the Government may be substituted;

(2) Implement Control 3.1.5 (least privilege) and associated Controls, and identify practices that the contractor implements to restrict the unnecessary sharing with, or flow of, covered defense information to its subcontractors, suppliers, or vendors based on need-to-know principles;

(3) Implement Control 3.1.12 (monitoring and control remote access sessions) - Require monitoring and controlling of remote access sessions and include mechanisms to audit the sessions and methods.

(4) Audit user privileges on at least an annual basis;

(5) Implement:

i. Control 3.13.11 (FIPS 140-2 validated cryptology or implementation of NSA or NIST approved algorithms (i.e. FIPS 140-2 Annex A: AES or Triple DES) or compensating controls as documented in a SSP and POAM); and, ii. NIST Cryptographic Algorithm Validation Program (CAVP) (see <https://csrc.nist.gov/projects/cryptographic-algorithm-validation-program>);

(6) Implement Control 3.13.16 (Protect the confidentiality of CUI at rest) or provide a POAM for implementation which shall be evaluated by the Navy for risk acceptance.

(7) Implement Control 3.1.19 (encrypt CUI on mobile devices) or provide a plan of action for implementation which can be evaluated by the Government Program Manager for risk to the program.

## 3. Cyber Incident Response

a) The Contractor shall, within fifteen (15) days of discovering the cyber incident (inclusive of the 72-hour reporting period), deliver all data used in performance of the contract that the Contractor determines is impacted by the incident and begin assessment of potential warfighter/program impact.

b) Incident data shall be delivered in accordance with the Department of Defense Cyber Crimes Center (DC3) Instructions for Submitting Media available at [http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions\\_for\\_Submitting\\_Media.docx](http://www.acq.osd.mil/dpap/dars/pgi/docs/Instructions_for_Submitting_Media.docx). In delivery of the incident data, the Contractor shall, to the extent practical, remove contractor-owned information from Government covered defense information.

c) If the Contractor subsequently identifies any such data not previously delivered to DC3, then the Contractor shall immediately notify the contracting officer in writing and shall deliver the incident data within ten (10) days of identification. In such a case, the Contractor may request a delivery date later than ten (10) days after identification. The contracting officer will approve or disapprove the request after coordination with DC3.

#### 4. Naval Criminal Investigative Service (NCIS) Outreach

The Contractor shall engage with NCIS industry outreach efforts and consider recommendations for hardening of covered contractor information systems affecting DON programs and technologies.

#### 5. NCIS/Industry Monitoring

- a) In the event of a cyber incident or at any time the Government has indication of a vulnerability or potential vulnerability, the Contractor shall cooperate with the Naval Criminal Investigative Service (NCIS), which may include cooperation related to: threat indicators; pre-determined incident information derived from the Contractor's infrastructure systems; and the continuous provision of all Contractor, subcontractor or vendor logs that show network activity, including any additional logs the contractor, subcontractor or vendor agrees to initiate as a result of the cyber incident or notice of actual or potential vulnerability.
- b) If the Government determines that the collection of all logs does not adequately protect its interests, the Contractor and NCIS will work together to implement additional measures, which may include allowing the installation of an appropriate network device that is owned and maintained by NCIS, on the Contractor's information systems or information technology assets. The specific details (e.g., type of device, type of data gathered, monitoring period) regarding the installation of an NCIS network device shall be the subject of a separate agreement negotiated between NCIS and the Contractor. In the alternative, the Contractor may install network sensor capabilities or a network monitoring service, either of which must be reviewed for acceptability by NCIS. Use of this alternative approach shall also be the subject of a separate agreement negotiated between NCIS and the Contractor.
- c) In all cases, the collection or provision of data and any activities associated with this statement of work shall be in accordance with federal, state, and non-US law.

**(End of Text)**

#### **C-211-H001 ACCESS TO THE VESSEL(S) (NAVSEA) (OCT 2018)**

Officers, employees and associates of other prime Contractors with the Government and their subcontractors, shall, as authorized by the Supervisor, have, at all reasonable times, admission to the plant, access to the vessel(s) where and as required, and be permitted, within the plant and on the vessel(s) required, to perform and fulfill their respective obligations to the Government. The Contractor shall make reasonable arrangements with the Government or Contractors of the Government, as shall have been identified and authorized by the Supervisor to be given admission to the plant and access to the vessel(s) for office space, work areas, storage or shop areas, or other facilities and services, necessary for the performance of the respective responsibilities involved, and reasonable to their performance.

(End of text)

#### **C-211-H004 HEAVY WEATHER PLAN (NAVSEA) (OCT 2018)**

(a) In order to ensure that Naval vessel(s), material and Government property are protected during destructive weather such as gales, storms, hurricanes, high winds, heavy snow, ice and high water, the Contractor is required to have a written Heavy Weather Plan (HWP) which assigns responsibilities and prescribes actions to be taken on the approach of and during heavy weather conditions as delineated in NAVSEA Standard Item (SI) 009-69 dated 18 November 2016. A copy of Standard Item (SI) 009-69 can be obtained from via the internet by going to: <http://www.navsea.navy.mil/Home/RMC/CNRM/OurPrograms/SSRAC/NSI/> and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-69. In accordance with SI 009-69, the Contractor shall furnish to the cognizant Regional Maintenance Center (RMC), a copy of such HWP, and shall make such changes in the plan as the RMC considers necessary and reasonable to protect and care for vessel(s), material and Government property.

(b) In the event the RMC directs the Contractor to implement the HWP pursuant to SI 009-69 the Contractor may submit to the Contracting Officer a request for reimbursement for costs resulting from such actions together with any documentation that the Contracting Officer may reasonably require. The Government shall reimburse the Contractor for all reasonable, allowable and allocable costs resulting from the Contractor's implementation of the HWP based on such Government direction.

(End of text)

### **C-211-H005 PLANT PROTECTION (NAVSEA) (OCT 2018)**

(a) In accordance with NAVSEA STANDARD ITEM (SI) 009-72, ( ) the Contractor shall develop, maintain, and implement, as necessary, a Plant Protection Plan ( ) which prescribes the actions and procedures and assigns responsibilities for actions to be taken to provide adequate protection of the ship(s) and the materials and equipment to be installed therein. A copy of SI 009-72 can be obtained from the purchasing office representative listed in Section G of the contract or via the internet by going to <http://www.navsea.navy.mil/Home/RMC/CNRMC/OurPrograms/SSRAC/NSI/> and selecting the NAVSEA Standard Items (NSI) tab then select the applicable FY standard item link and then select SI 009-72.

(b) The Contractor shall establish and maintain, for its plant and the work in process under this contract, physical security boundaries and other security measures to provide safeguards against hazards, including unauthorized entry, malicious mischief, theft, espionage, sabotage, and terrorism to U.S. Naval Vessels and their crews, in accordance with SI 009-72 and Attachment A thereto. The Contractor shall also provide reasonable safeguards against vandalism and fire.

(c) The Contractor shall meet the requirements of Force Protection Condition NORMAL (as defined in SI 009-72) at all times. In addition, and in accordance with SI 009-72, the Contractor shall meet the requirements of increased levels of Force Protection as may be required or approved by the Contracting Officer, or when notified by the Supervisor, for the protection of its plant and the work in process under this contract against any threats including terrorism, espionage, sabotage, and enemy action.

(d) At the Supervisor's discretion, the Contractor and the Supervisor shall negotiate a cost rate agreement applicable to each level of increased Force Protection above the NORMAL level. In addition to material costs, the labor cost rates shall be negotiated using the contractor's and the Supervisor's accepted common business practices. The labor and material costs to the Contractor for all safeguards so required or approved shall, to the extent allowable and allocable to this contract, be reimbursed to the Contractor in the same manner as if the Contractor has furnished such safeguards pursuant to a change order issued under the clause of this contract entitled "Changes- Fixed Price" (FAR 52.243 1) or "Changes- Cost Reimbursement" (FAR 52.243 2), as applicable. Such costs shall not include any allowance on account of overhead expense, except shop overhead charges incident to the construction or installation of such devices or equipment.

(e) Upon payment, in accordance with the Payments provision of this contract, by the Government of the cost to the Contractor for any device or equipment required or approved under paragraph (c) above, title thereto shall vest in the Government, and the Contractor shall comply with the instructions of the Contracting Officer respecting the identification and disposition thereof. No part or item of any such devices or equipment shall be or become a fixture by reason of affixation to any realty not owned by the Government.

(f) The plant protection plan and rate agreements required by this requirement shall be completed and implemented, within sixty (60) days of contract award for new construction and prior to ship arrival for conversion, repair or overhaul.

(End of text)

### **C-211-H016 SPECIFICATIONS AND STANDARDS (NAVSEA) (OCT 2018)**



## (a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

(b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only unless specifically identified below.

NONE

#### **C-211-H017 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (DEC 2018)**

The contractor may request that this contract be updated to include the current version of the applicable specification or standard if the update does not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval of its request to update by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

#### **C-211-H018 APPROVAL BY THE GOVERNMENT (NAVSEA) (JAN 2019)**

Approval by the Government as required under this contract and applicable specifications shall not relieve the Contractor of its obligation to comply with the specifications and with all other requirements of the contract, nor shall it impose upon the Government any liability it would not have had in the absence of such approval.

#### **C-211-H019 COMMONALITY AND STANDARDIZATION (NAVSEA) (FEB 2019)**

The Contractor shall develop and implement a Commonality and Standardization Plan, reducing range and increasing depth of like equipment, to enhance supportability, minimize life cycle costs, and increase system readiness and interoperability across ships/ship classes through the selection of equipment and components which are, to the maximum extent possible, (1) common for application within the Class and (2) common with equipment/components currently installed in U.S. Navy ships. The Contractor shall utilize both Industry (e.g., the Common Parts Catalog) and Government (e.g., NAVSEA Enterprise Commonality Virtual Shelf and the Hull, Mechanical and Electrical Equipment Data Research System (HEDRS)) tools to implement its Commonality and Standardization Plan. For selecting Hull Mechanical and Electrical (HM&E) equipment/components, the Contractor shall utilize NAVSEA Enterprise Commonality Virtual Shelf before other tools, if the items meet the contract requirements. The Virtual Shelf is a web-based repository of HM&E equipment/components that meet cross-platform requirements and specifications and provide superior Total Ownership Cost (TOC). Information to gain access to the Virtual Shelf is located on the following web site: <https://www.dau.mil/team/virtualshelf/SitePages/Home.aspx>.

(End of text)

#### **C-211-H020 PROTECTION OF THE VESSEL (NAVSEA) (MAR 2019)**

(a) The Contractor shall exercise reasonable care, as agreed upon with the Supervisor, to protect the vessel from fire, and shall maintain a system of inspection over the activities of its welders, burners, riveters, painters, pipe fitters, and similar workers, and of its subcontractors, particularly where such activities are undertaken in the vicinity of the vessel's magazines, fuel oil tanks, or store rooms containing inflammable materials. All ammunition, fuel oil, motor fuels, and cleaning fluids shall have been off loaded and

the tanks cleaned, except as may be mutually agreed upon between the Contractor and the Supervisor prior to work on the vessel by the Contractor. Fire hose lines shall be maintained by the Contractor ready for immediate use on the vessel at all times while the vessel is berthed alongside the Contractor's pier or in dry dock. All tanks under alteration or repair shall be cleaned, washed, and steamed out or otherwise made safe to the extent necessary, and the Contractor shall furnish the vessel's Gas Free Officer and the Supervisor with a "Gas Chemists' Certificate" before any hot work is done. The Contractor shall maintain a fire watch aboard the vessel in areas where the Contractor is working. All other fire watches aboard the vessel shall be the responsibility of the Government.

(b) Except as otherwise provided in contractually invoked technical specifications or NAVSEA furnished directives, while the vessel is at the Contractor's plant and when the temperature becomes as low as thirty five degrees Fahrenheit, the Contractor shall assist the Government when requested in keeping all pipe lines, fixtures, traps, tanks, and other receptacles on the vessel drained to avoid damage from freezing, or if this is not practicable, the vessel shall be kept heated to prevent such damage. The vessel's stern tube and propeller hubs shall be protected by the Contractor from frost damage by applied heat through the use of a salamander or other proper means.

(c) The work shall, whenever practicable, be performed in such manner as not to interfere with the work performed by military personnel attached to the vessel, and provisions shall be made so that personnel assigned shall have access to the vessel at all times, it being understood that such personnel will not unduly interfere with the work of the Contractor's workmen.

(d) The Contractor shall at all times keep the site of the work on the vessel free from accumulation of waste material or rubbish caused by its employees, or the work performed by the Contractor in accordance with this contract, and at the completion of such work shall remove all rubbish from and about the site of the work, and shall leave the work in its immediate vicinity "broom clean", unless more exactly specified by the Supervisor.

(End of Text)

## **C-215-H002 CONTRACTOR PROPOSAL (NAVSEA) (OCT 2018)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated 30 March 2022 in response to NAVSEA Solicitation No. **N6449822R3039**.

(b) The technical volume(s) of the Contractor's proposal is(are) hereby incorporated by reference and made subject to the "Order of Precedence" (FAR 52.215-8) clause of this contract. Under the "Order of Precedence" clause, the technical volume(s) of the Contractor's proposal referenced herein is (are) hereby designated as item (f) of the clause, following "the specifications" in the order of precedence.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated for default in accordance with the clause entitled "Default (Fixed-Price Supply And Service)" (FAR 52.249-8), "Default (Fixed-Price Research And Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

**(End of Text)**

#### **C-222-H001 ACCESS TO THE VESSELS BY NON-U.S. CITIZENS (NAVSEA) (APR 2019)**

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8), "Default (Fixed-Price Research and Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

(End of text)

### **C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)**

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5510.2D.

(b) If the Contractor desires to employ non-U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non-U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non-U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non-U.S. citizen employees, including procedures to update data as non-U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non-U.S. citizens of hostile and/or communist-controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22-M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for the above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancellation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "Default (Fixed-Price Supply and Service)" (FAR 52.249-8), "Default (Fixed-Price Research and Development)" (FAR 52.249-9) or "Termination (Cost Reimbursement)" (FAR 52.249-6), as applicable.

(e) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(f) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(g) The same restriction as in paragraph (f) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.) except that, with respect to access to the vessel and worksite, the restrictions shall not apply to uniformed U.S. Navy personnel who are non-U.S. citizens and who are either assigned to the ship or require access to the ship to perform their duties.

(End of text)

### **C-223-W002 ON-SITE SAFETY REQUIREMENTS (NAVSEA) (OCT 2018)**

(a) The contractor shall ensure that each contractor employee reads any necessary safety documents within 30 days of commencing performance at any Government facility. Required safety documents can be obtained from the respective safety office. Contractors shall notify the Safety office points of contact below to report completion of the required training via email. The email shall include the contractor employees name, work site, and contract number.

(b) It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves. Contractors are required to adhere to the requirements of 29

CFR 1910, 29 CFR 1926 and applicable state and local requirements while in Government spaces. The contractor shall ensure that all on-site contractor work at the Government facility is in accordance with any local safety instructions as provided via the COR. The contractor shall report all work-related injuries/illnesses that occurred while working at the Government site to the COR.

(c) Contractors whose employees perform work within Government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to the safety office, via the COR by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred. If a contractors injury/illness rates are above the Bureau of Labor Statistics industry standards, a safety assessment may be performed by the Safety Office to determine if any administrative or engineering controls can be utilized to prevent further injuries/illnesses, or if any additional Personal Protective Equipment or training will be required.

(d) Any contractor employee exhibiting unsafe behavior may be removed from the Government site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

(e) The Safety Office points of contacts are as follows:

(b)(6), (b)(6), (b)(6)  
(b)(6), (b)(6), (b)(6)

### **C-227-H003 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (NAVSEA) (OCT 2018)**

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plants of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. In accordance with OPNAVINST N9210.3 of 7 June 2010, appropriate safeguards must be proposed by the Contractor and approved by the NAVSEA Contracting Officer for Security Matters for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the NAVSEA Contracting Officer for Security Matters.

(b) The NAVSEA Contracting Officer for Security Matters shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the NAVSEA Contracting Officer for Security Matters impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor and subcontractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the Commander, Naval Sea Systems Command (Contact SEA 00P3).

(End of text)

**C-227-H004 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (NAVSEA) (OCT 2018)**

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

(b) Equipment and technical data defined as Naval Nuclear Propulsion Information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals or immigrant aliens.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;



(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2) where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

(End of text)

#### **C-227-H005 UNLIMITED RIGHTS IN TECHNICAL DATA-NUCLEAR PROPULSION PLANT SYSTEMS (NAVSEA) (OCT 2018)**

(a) Pursuant to subparagraph (b)(1) of the clauses entitled "Rights In Technical Data--Noncommercial Items" (DFARS 252.227-7013) and "Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation" (DFARS 252.227-7014), it is agreed that all technical data pertaining to nuclear propulsion plant systems under the technical cognizance of the Navy Nuclear Propulsion Directorate, Naval Sea Systems Command (NAVSEA 08), which is specified to be delivered pursuant to this contract, shall be delivered with unlimited rights, provided, however, that nothing in the clause shall be deemed to require any subcontractor of any tier under this contract to deliver or furnish with unlimited rights any technical data which it is entitled to deliver with other than unlimited rights pursuant to said "Rights In Technical Data--Noncommercial Items" Or "Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation" clauses.

(b) It is further agreed that promptly after delivery of the vessel, or after any termination of all work under this contract, the Contractor shall submit a letter report to the Navy Nuclear Propulsion Directorate, Naval Sea Systems Command (NAVSEA 08) listing and providing a brief description of all items of technical data pertaining to the reactor plant(s) of the vessel(s) developed or prepared under this contract which were not specified to be delivered pursuant to this contract. The Contractor shall furnish in the Contractor's format and at the cost of reproduction, with unlimited rights, copies of items of technical data so reported or which should have been reported, as the Government may require in writing from time to time and at any time. However, nothing in this requirement shall require the Contractor to retain any item of such technical data beyond the period provided for in this contract, including the specifications, and other documents incorporated by reference, applicable to the item or type of technical data involved.

(End of text)

#### **C-227-H006 DATA REQUIREMENTS (NAVSEA) (OCT 2018)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s) A001-A014 attached hereto.

**C-227-H008 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (NAVSEA) (DEC 2018)**

- (a) The contractor shall actively participate in the Government Industry Data Exchange Program in accordance with the GIDEP Operations Manual, S0300-BT-PRO-010. The contractor shall submit information concerning critical or major nonconformances, as defined in FAR 46.407/DFARS 246.407, to the GIDEP information system.
- (b) The contractor shall insert paragraph (a) of this clause in any subcontract when deemed necessary. When so inserted, the word "contractor" shall be changed to "subcontractor."
- (c) The contractor shall, when it elects not to insert paragraph (a) in a subcontract, provide the subcontractor any GIDEP data which may be pertinent to items of its manufacture and verify that the subcontractor utilizes any such data.
- (d) The contractor shall, whether it elects to insert paragraph (a) in a subcontract or not, verify that the subcontractor utilizes and provides feedback on any GIDEP data that may be pertinent to items of its manufacture."
- (e) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000  
Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

(End of text)

**C-227-H009 ACCESS TO DATA OR COMPUTER SOFTWARE WITH RESTRICTIVE MARKINGS (NAVSEA) (JAN 2019)**

- (a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party that contains restrictive markings. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the restrictively marked data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains properly restrictively marked. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).
- (b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.
- (c) These restrictions on use and disclosure of the data and software also apply to information received from the Government through any means to which the Contractor has access in the performance of this contract that contains restrictive markings.
- (d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt to gain access to any information with restrictive markings. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.
- (e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by

paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

(End of text)

#### **C-227-H012 INVENTION RIGHTS - NUCLEAR PROPULSION PLANT SYSTEMS (NAVSEA) (MAR 2019)**

(a) If in performance of this contract, the Contractor invents, discovers, conceives, or first actually reduces to practice a patentable invention pertaining to nuclear propulsion plant systems under the technical cognizance of the Deputy Commander, Nuclear Propulsion Directorate, Naval Sea Systems Command (SEA 08), the entire right, title, and interest in said invention shall be assigned to the Government, subject only to a royalty-free, non-exclusive license with the Contractor to practice the same.

(b) The Contractor shall submit annually a report of any such patentable inventions or a report that it has no such patentable inventions. The first report will be included as part of the monthly progress report following the first annual due date, and annually thereafter.

(c) The patent rights clause at Federal Acquisition Regulation (FAR) 52.227-11 entitled "Patent Rights-Ownership by The Contractor" or the patent rights clause at Department of Defense Federal Acquisition Regulation Supplement (DFARS) 252.227-7038 entitled "Patent Rights-Ownership by The Contractor (Large Business) apply to inventions not relating to nuclear propulsion plant systems.

(End of text)

#### **C-227-H014 PROTECTION OF DEPARTMENT OF NAVY TRADEMARKS - BASIC (NAVSEA) (NOV 2020)**

(a) The Contractor shall not assert any claim, in any jurisdiction, including but not limited to trademark infringement, based on rights the Contractor believes it has in the term(s) against the Government or others authorized by the Government to use the Designation(s) (including the word(s), name, symbol, or design). The Contractor may not use the Designation(s) (including the word(s), name, symbol, or design) alone or in combination with other words or numbers without prior written permission from the Government.

(b) The Government is providing the Designation(s) to the Contractor for use in connection with, and only in connection with, the activities relating to the manufacture, production, distribution, use, and packaging of the products and services identified under this contract. The Contractor shall not use the Designations for any other purpose without the prior written permission of the Contracting Officer.

(c) The Contractor shall notify the Contracting Officer of any intent it might have to assert rights in, or file an application to register, any one of the Designation(s) in any jurisdiction. Any such notification shall be in writing and shall identify the Designation(s) (including the word(s), name, symbol, or design), provide a statement as to its intended use(s) in commerce, and list the particular classes of goods or services in which registration will be sought.

(d) The Contractor shall ensure that any use of the Designation(s) by contractor will inure to the benefit of the Government.

(e) The Contractor acknowledges that these obligations with respect to the Designation(s) shall survive the expiration,

completion, closeout, or termination of this contract.

**(End of Text)**

#### **C-228-H001 INDEMNIFICATION FOR ACCESS TO VESSEL (NAVSEA) (DEC 2018)**

Notwithstanding any provision in the "Access to Vessel" clause (DFARS 252.217- 7011), or any other clause of the contract, the Contractor agrees to allow officers, employees, and associates of the Government, or other prime contractors with the Government and their subcontractors, and officers, employees, and associates of offerors on other contemplated work, admission to the Contractor's facilities and access to the vessel without any further request for indemnification from any party, which has not been previously included in the contract price.

(End of text)

#### **C-237-H001 SERVICE CONTRACT REPORTING (NAVSEA) (JAN 2021)**

(a) Services Contract Reporting (SCR) requirements apply to this contract. The contractor shall report required SCR data fields using the SCR section of the System for Award Management (SAM) at following web address: <https://sam.gov/SAM/>.

(b) Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://sam.gov/SAM/>.

**(End of Text)**

#### **C-237-H002 SUBSTITUTION OF KEY PERSONNEL (NAVSEA) (OCT 2018)**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement. Substitution shall include, but not be limited to, subdividing hours of any key personnel and assigning or allocating those hours to another individual not approved as key personnel.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; (3) an explanation as to why the proposed substitute is considered to have equal or better qualifications than the person being replaced; (4) payroll record of the proposed replacement; and (5) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) Key personnel are identified in an attachment in Section J.

#### **C-237-W001 ELECTRONIC COST REPORTING AND FINANCIAL TRACKING (eCRAFT) SYSTEM REPORTING (NAVSEA) (MAY 2019)**

(a) The Contractor agrees to upload the Contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contractor's Performance Report on the day and for the same timeframe the contractor submits an invoice into the Wide Area Workflow (WAWF) module on the Procurement Integrated Enterprise

Environment (PIEE) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas.

(c) The Contractor's Fund and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

(1) Access: eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <http://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The link for eCRAFT report submission is: [https://www.pdrep.csd.disa.mil/pdrep\\_files/other/ecraft.htm](https://www.pdrep.csd.disa.mil/pdrep_files/other/ecraft.htm). If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection: The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in WAWF. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e-mail notification from eCRAFT.

(End of text)

#### **C-242-H001 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (OCT 2018)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

#### **C-242-H002 POST AWARD MEETING (NAVSEA) (OCT 2018)**

(a) A post-award meeting with the successful offeror will be conducted within Thirty (30) days after award of the Task order. The meeting will be held at the address below:

Location/Address: via teleconference

(b) The contractor will be given Five (5) working days notice prior to the date of the meeting by the Contracting Officer.

(c) The requirement for a post-award meeting shall in no event constitute grounds for excusable delay by the contractor in performance of any provisions in the Task Order.

(d) The post-award meeting will include, but is not limited to, the establishment of work level points of contact, determining the administration strategy, roles and responsibilities, and ensure prompt payment and close out. Specific topics shall be mutually

agreed to prior to the meeting.

#### **C-242-H003 TECHNICAL INSTRUCTIONS (NAVSEA) (OCT 2018)**

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer and the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

#### **C-244-H001 SUBCONTRACTING OF NUCLEAR ENGINEERING EFFORT (NAVSEA) (OCT 2018)**

(a) The Contractor and the Navy intend that all nuclear engineering effort under this contract be performed by employees of the Contractor or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site. If, however, the Contractor considers that subcontracting some nuclear engineering effort, which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, is necessary to meet the Contractor's contractual requirements, then notwithstanding and in addition to any other requirement of this contract, the Contractor shall submit a written request for technical approval to the Navy Nuclear Propulsion Directorate (NAVSEA 08). The request to subcontract nuclear engineering effort shall state the reasons why the subcontracting is necessary, why the effort cannot be performed by the Contractor's personnel or persons under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site, the expected number of man/hours, cost and nature of the subcontracted effort, period of performance, and the name and qualifications of the vendor to perform the subcontracted effort. NAVSEA 08 shall approve or disapprove the request in writing. The Contractor agrees not to subcontract any nuclear engineering effort which will not be under the supervision of employees of the Contractor at the Contractor's facilities or at any alternate site without obtaining the express written technical approval of NAVSEA 08.

(b) For the purpose of this requirement, the term "nuclear engineering effort" includes engineering, drafting, and related technical support effort under NAVSEA 08 technical cognizance.

(End of text)

**C-244-H002 SUBCONTRACTORS/CONSULTANTS (NAVSEA) (OCT 2018)**

Notwithstanding FAR 52.244-2(d) and in addition to the information required by FAR 52.244-2(e) of the contract, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement:

- (1) Impact on subcontracting goals,
- (2) Impact on providing support at the contracted value,
- (3) IF SEAPORT TASK ORDER - The results of negotiations to incorporate fee rate caps no higher than the lower of (i) SeaPort-NxG fee rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-NxG prime, (ii) fee rate caps that are no higher than the subcontractor's prime SeaPort-NxG contract.

**C-245-H005 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT--ALTERNATE I (NAVSEA) (MAR 2019)**

(a) Contract Specifications, Drawings and Data. The Government will furnish, if not included as an attachment to the contract, any unique contract specifications or other design or alteration data cited or referenced in Section C.

(b) Government Furnished Information (GFI). GFI is defined as that information essential for the installation, test, operation, and interface support of all Government Furnished Material identified in an attachment in Section J. The Government shall furnish only the GFI identified in an attachment in Section J. The GFI furnished to the contractor need not be in any particular format. Further, the Government reserves the right to revise the listing of GFI as follows:

(1) The Contracting Officer may at any time by written order:

- (i) delete, supersede, or revise, in whole or in part, data identified in an attachment in Section J; or
- (ii) add items of data or information to the attachment identified in Section J; or
- (iii) establish or revise due dates for items of data or information in the attachment identified in Section J.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(c) Except for the Government information and data specified by paragraphs (a) and (b) above, the Government will not be obligated to furnish the Contractor any specification, standard, drawing, technical documentation, or other publication, notwithstanding anything to the contrary in the contract specifications, the GFI identified in an attachment in Section J, the clause of this contract entitled "Government Property" (FAR 52.245-1) or "Government Property Installation Operation Services" (FAR 52.245-2), as applicable, or any other term or condition of this contract. Such referenced documentation may be obtained:

- (1) From the ASSIST database via the internet at <http://assist.daps.dla.mil/>; or
- (2) By submitting a request to the

Department of Defense Single Stock Point (DoDSSP) Building 4, Section D  
700 Robbins Avenue  
Philadelphia, Pennsylvania 19111-5094

Telephone (215) 697-6396

Facsimile (215) 697-9398

Commercial specifications and standards, which may be referenced in the contract specification or any sub-tier specification or standard, are not available from Government sources and should be obtained from the publishers.

**C-247-H001 PERMITS AND RESPONSIBILITIES (NAVSEA) (DEC 2018)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits for complying with any applicable Federal, State, and Municipal laws, codes, and regulations for shipping and transportation including, but not limited to, any movement over public highways of overweight/over dimensional materials.

**(End of Text)**